

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7070



Pullman Standard

August 20, 1981

Secretary
Interstate Commerce Commission
1900 L Street N.W.
Washington, D.C. 20036

1-2384-053

RECORDATION NO. 7454-H Filed 1425

Re: Filing
Supplemental Agreement
Dated as of May 15, 1981
Equipment Trust Agreement
Dated as of April 1, 1974
(Series 5)

AUG 26 1981 -10 05 AM

AUG 26 1981

INTERSTATE COMMERCE COMMISSION

10.00

Dear Mr. Secretary:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement (hereinafter referred to as the "Supplement" dated as of May 15, 1981 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of April 1, 1974 between The Chase Manhattan Bank (National Association), as Trustee (hereinafter referred to as the "Trustee"), and Pullman Transport Leasing Company. The Agreement was filed with the Commission on March 1974 and was assigned Recordation Number 7454.

The Agreement has been amended from time to time by Supplemental Agreements which have been filed with the Commission. The most recent Supplemental Agreement dated as of February 26, 1981 was filed with the Commission on April 16, 1981 and was assigned Recordation Number 7454-G.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by Pullman Leasing Company, Pullman Rail Leasing Inc. and the Trustee for the purpose of deleting from the Agreement units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, and to substitute therefor other units of equipment.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for recording the Supplement.

Chase Manhattan - W. W. Kellogg Co.

10.11.81

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate of Recording, to the messenger making this delivery.

If you have any question concerning this request, please call me collect.

Very truly yours,

A handwritten signature in cursive script, appearing to read "William C. O'Connell".

WOE:vjl
Enclosures

RECORDATION NO. 7454-
Filed 1425

AUG 26 1981 -10 05 AM
INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS
COUNTERPART NO. 5

PULLMAN TRANSPORT LEASING COMPANY
EQUIPMENT TRUST
(Series 5)

SUPPLEMENTAL AGREEMENT NO. 7

Dated as of May 15, 1981

TO

EQUIPMENT TRUST AGREEMENT

Dated as of April 1, 1974

BY AND BETWEEN

The Chase Manhattan Bank
(National Association)
Trustee

AND

Pullman Transport Leasing Company
(Presently known as Pullman Rail Leasing Inc.)

SUPPLEMENTAL AGREEMENT NO. 7

EQUIPMENT TRUST AGREEMENT

DATED AS OF APRIL 1, 1974

(Series 5)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement" dated as of May 15, 1981 by and between The Chase Manhattan Bank (National Association), a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"), Pullman Rail Leasing Inc., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company") and Pullman Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "PLC").

WHEREAS, the Trustee and the Company, originally Pullman Transport Leasing Company, entered into an Equipment Trust Agreement, dated as of April 1, 1974 and have heretofore supplemented and amended such Equipment Trust Agreement (which Equipment Trust Agreement, as so amended, is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, the Trustee, the Company and PLC entered into a Supplemental Agreement dated as of February 26, 1981 whereby PLC assumed as primary obligor, jointly and severally with the Company, pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all the terms, covenants and conditions of the Equipment Trust Agreement to be kept or to be performed by the Company; and

WHEREAS, Schedule A to the Equipment Trust Agreement through a typographical error lists the quantity of 5820 cubic foot 100-ton capacity covered hopper cars as 531 instead of the correct quantity 532 and the Trustee, the Company and PLC wish to correct such error at this time; and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Equipment Trust Agreement heretofore has been supplemented by Supplemental Agreement No. 1 dated as of April 4, 1974; Supplemental Agreement No. 2 dated as of January 20, 1976; Supplemental Agreement No. 3 dated as of June 10, 1976; Supplemental Agreement No. 4 dated as of November 1, 1977; Supplemental Agreement No. 5 dated as of March 13, 1979; Supplemental Agreement No. 6 dated as of December 4, 1979; and Supplemental Agreement dated as of February 26, 1981; and

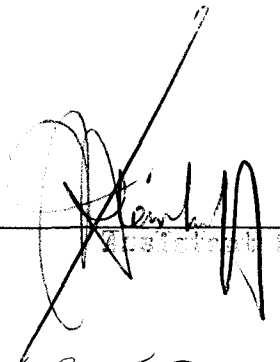
WHEREAS, the Trustee, the Company and PLC desire to enter into the Supplemental Agreement to correct such typographical error and to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee, the Company and PLC agree as follows:

1. The quantity of 5280 cubic foot 100-ton capacity covered hopper cars on Schedule A to the Equipment Trust Agreement is changed from 531 to 532.
2. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since July 31, 1979. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.
3. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.
4. The Equipment Trust Agreement, as further amended by the Supplemer Agreement, shall continue in full force and effect.

IN WITNESS WHEREOF, the Trustee, the Company and PLC have caused their names to be signed hereto by their respective officers thereunto duly authorize and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:




Assistant Secretary

Attest:



Assistant Secretary

Attest:



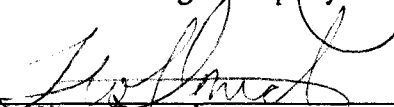
Assistant Secretary

The Chase Manhattan Bank
(National Association) as Trustee

BY 


VICE PRESIDENT

Pullman Leasing Company

BY 

Vice President

Pullman Rail Leasing Inc.

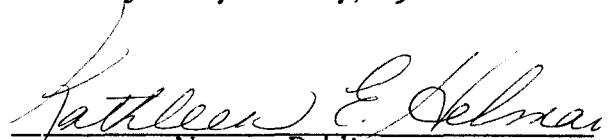
BY 

Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kathleen E. Helman, a Notary Public in and for such County and State, do hereby certify that T. W. Stonich, personally known to me to be a Vice President of Pullman Leasing Company and of Pullman Rail Leasing Inc., Delaware corporations and S. T. Boustead, personally known to me to be an Assistant Secretary of said corporations, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporations and caused the corporate seals of said corporations to be affixed thereto, pursuant to authority given by the Boards of Directors of said corporations, as their free and voluntary act and as the free and voluntary act and deed of said corporations, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of May, 1981.

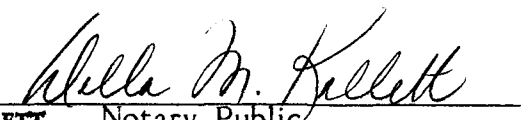

Notary Public

My commission expires: December 21, 1982.

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, Della M. Killett, a Notary Public in and for such county and state, do hereby certify that J.A. DAVINE, personally known to me to be VICE PRESIDENT of The Chase Manhattan Bank (National Association) and D. W. STEINHOFF, personally known to me to be Assistant Secretary of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as VICE PRESIDENT and Assistant Secretary of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of August, 1981.


DELLA M. KILLETT Notary Public
Notary Public, State of New York
No. 24-4659667
Qualified in Kings County
Certificate Filed in New York County

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1974
(Series 5)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
2	4750 cu. ft., 100-ton capacity covered hopper cars	PTLX 33905, 33917	\$ 61,489.90	4/73
3	4750 cu. ft., 100-ton capacity covered hopper cars	PTLX 33114, 33940 33952	93,891.22	5/73
8	4750 cu. ft., 100-ton capacity covered hopper cars	PTLX 34009, 34073 34076, 34086 34124, 34198 34210, 34216	252,085.90	9/73
1	5820 cu. ft., 100-ton capacity covered hopper car	PTLX 42041	33,308.92	9/73
7	4750 cu. ft., 100-ton capacity covered hopper cars	PTLX 34401, 34403 34595, 34699 34702, 34709 34747	224,267.96	10/73
1	4750 cu. ft., 100-ton capacity covered hopper car	PTLX 34667	32,764.36	11/73
4	4750 cu. ft., 100-ton capacity covered hopper cars	PTLX 34883, 34887 34888, 34928	129,378.38	12/73
1	4750 cu. ft., 100-ton capacity covered hopper car	PTLX 34979	34,307.28	3/74
1	23,500 gal. coiled and insulated tank car	PTLX 223725	39,792.00	12/74

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1974
(Series 5)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
4	23,500 gal. coiled and insulated tank cars	PTLX 223918, 223919 223920, 223922	\$155,893.36	\$122,220.40	8/75
22	23,500 gal. coiled and insulated tank cars	PTLX 223921, 223923 thru 223939, 223941 223942, 223943 223944	856,095.89	671,179.13	9/75
3	23,500 gal. coiled and insulated tank car	PLCX 223986, 223997 223998	144,255.00	133,868.64	10/79
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<u>29</u>			<u>\$1,156,244.25</u>	<u>\$927,268.17</u>	